



Cato R. Fiksdal
Agricultural Commissioner/
Director of Weights and Measures

COUNTY OF LOS ANGELES

Department of Agricultural Commissioner/ Weights and Measures

12300 Lower Azusa Road
Arcadia, California 91006-5872
<http://acwm.co.la.ca.us>

Robert G. Atkins
Chief Deputy

June 1, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF WEED ABATEMENT FIVE YEAR RENEWAL SERVICE AGREEMENTS WITH THE CITIES OF ARCADIA AND SAN GABRIEL (FIFTH DISTRICT) (3-VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve Weed Abatement Service Agreements with the Cities of Arcadia and San Gabriel for weed abatement services for the period of July 1, 2004 through June 30, 2009.
2. Instruct the Chairman to sign the Agreements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the above action is to enable the Agricultural Commissioner/Weights and Measures Department (ACWM) to continue to provide weed abatement services as requested by the Cities of Arcadia and San Gabriel.

The ACWM concurs with their request that service be provided pursuant to the terms of the County's Weed Abatement Agreements for a term expiring on June 30, 2009.

Implementation of Strategic Plan Goals

Weed Abatement Service Agreements support the County's Strategic Plan Goals of Service Excellence (Goal 1) and Community Services (Goal 6). The Agreements identify and prioritize services to be delivered in a seamless fashion to a designated category of property owners. Our county crews, private contract vendors, and parcel owners all participate in clearing vacant lots for fire protection.

The Honorable Board of Supervisors
June 1, 2004
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FISCAL IMPACT/FINANCING

Services provided by the ACWM are 100% recoverable through property tax liens and direct billings.

The County will be reimbursed for its expenditures at rates developed and adjusted annually by the ACWM and reviewed by the Auditor-Controller pursuant to statutory limitations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms of the Agreements shall be for a period of five (5) years commencing from July 1, 2004 through June 30, 2009.

The Agreements have been reviewed by County Counsel and are approved as to form.

IMPACT ON CURRENT SERVICE (OR PROJECTS)

Not applicable.

CONCLUSION

Three (3) copies of each Agreement are being submitted to your Board for signature. When approved, the ACWM requires two (2) signed copies of each Agreement.

Respectfully submitted,

CATO R. FIKSDAL
Agricultural Commissioner/
Director of Weights & Measures

CRF:RBS:cm
ArcadiaSanGabRenew.wpd

Attachment

c: Chief Administrative Officer
County Counsel
Auditor-Controller

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3 AGREEMENT
4 WEED ABATEMENT

5 THIS AGREEMENT, dated for purposes of reference only July 1, 2004, is made by and between
6 the County of Los Angeles, hereinafter referred to as "County," and the CITY OF ARCADIA, hereinafter
7 referred to as "City."

8 RECITALS:

9 (a) The City is desirous of contracting with the County for the performance of weed abatement
10 functions within its boundaries on unimproved properties, by the County of Los Angeles, acting through
11 its Agricultural Commissioner/Director of Weights and Measures.

12 (b) The County is agreeable to rendering such weed abatement services on the terms and conditions
13 hereinafter set forth.

14 (c) Such contracts are authorized and provided for by the provisions of Section 56 ½ of the Charter
15 of the County of Los Angeles and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code.

16 THEREFORE, THE PARTIES AGREE AS FOLLOWS:

17 1. The County agrees, through the Agricultural Commissioner/Director of Weights and
18 Measures, to provide weed abatement services within the corporate limits of the City in accordance with
19 the provisions of Article 2, Chapter 13, Part 2, Division 3, Title 4 of the Government Code, being Sections
20 39560 through 39588 thereof.

21 Such services shall encompass the weed abatement duties and functions of the type coming within
22 the jurisdiction of and customarily rendered by the Agricultural Commissioner/Weights and Measures
23 Department of the County of Los Angeles under the Charter of said County and the statutes of the State
24 of California.

1 The level of service shall be the same basic level of weed abatement service that is and shall be
2 hereinafter during the term of this agreement provided for in the unincorporated areas of the County of
3 Los Angeles by said Agricultural Commissioner/Director of Weights and Measures.

4 The County shall have the discretion to terminate services on tax default parcels.

5 The rendition of such services, the standard of performance, and other matters incidental to the
6 performance of such services, and the control of personnel so employed shall remain in the County.

7 2. To facilitate the performance of said functions, it is hereby agreed that the County shall have full
8 cooperation and assistance from the City Council and other City officer, agents, and employees.

9 3. For the purpose of performing said functions, County shall furnish and supply all necessary
10 labor, supervision, equipment, and supplies necessary to maintain the level of service to be rendered
11 hereunder.

12 4. The County shall perform the work contemplated with resources available within its own
13 organization and no portion of the work shall be subcontracted with the following exceptions:

14 County may subcontract specialized equipment and/or services pursuant to County procurement
15 procedures using a competitive bidding process.

16 No City Employee as such shall be taken over by said County, and no person employed hereunder shall
17 have any City pension, civil service, or any status or right.

18 For the purpose of performing such services and functions, and for the purpose of giving official
19 status to the performance thereof where necessary, every County officer and employee engaged in the
20 performance of any service hereunder shall be deemed to be an officer or employee of said City while
21 performing services for said City, which services are within the scope of this agreement and are purely
22 municipal functions.

1 5. City shall not be called upon to assume any liability for the direct payment of any salaries, wages,
2 or other compensation to any County personnel performing services hereunder for said County, or any
3 liability other than that provided for in this agreement.

4 Except as herein otherwise specified, the City shall not be liable for compensation and/or
5 indemnification to any County employee for any injury or sickness arising out of their employment.

6 6. The parties hereto have executed an Assumption of Liability Agreement approved by the Board
7 of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of
8 Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is
9 currently in effect and is hereby made a part of an incorporated into this agreement as if set out in full
10 herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and
11 the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede
12 the agreement previously in effect between the parties hereto.

13 7. Unless sooner terminated as provided for herein, this agreement shall be effective July 1, 2004
14 and shall extend to June 30, 2009. At the option of the City Council of said City, with the consent of the
15 Board of Supervisors of said County, this agreement shall be renewable for successive periods not to
16 exceed five (5) years.

17 In the event City desires to renew this agreement for any succeeding five-year period, the City
18 Council, not later than December 30, 2008, shall notify the Board of Supervisors of County that it wishes
19 to renew the same, whereupon said Board of Supervisors, not later than July 1, 2009, shall notify said City
20 Council in writing of its willingness to accept such renewal for an additional five-year period or such other
21 term as it deems advisable, otherwise such agreement shall finally terminate at the end of such five-year
22 period.

1 Notwithstanding the provisions of this paragraph hereinbefore set forth, the City may terminate this
2 agreement as of the thirty-first day of December of any year upon notice in writing to the County on or
3 before September 30 of the same year. The County may terminate this agreement at any time upon thirty
4 (30) days prior written notice to the City.

5 8. Notwithstanding anything to the contrary herein contained, this contract shall be sooner
6 terminated upon the failure of the City to adopt a resolution declaring that weeds upon parcels of property
7 located within said City to be a public nuisance as provided for in Section 39571 of the Government Code.

8 9. It is the intent of this agreement that the Agricultural Commissioner/Director of Weights and
9 Measures of the County shall constitute the public officer designated by the city council to perform the
10 duties imposed by Article 2, Chapter 13, Part 2, Division 3, Title 4 of the Government Code, and that the
11 City Council of said City shall perform the duties of the legislative body as set forth in said article.

12 10. For and in consideration of the rendition of the foregoing services by the County, City agrees
13 that the costs of abating such weeds shall be assessed in the manner set forth in Article 2, Chapter 13,
14 Part 2, Division 3, Title 4 of the Government Code, and that upon collection of such assessment, they will
15 be paid over to the County.

16 11. The parties hereto contemplate that the services of the County are limited to weed abatement
17 work and agree that such services are for no other or additional work.

18 IN WITNESS HEREOF, the CITY OF ARCADIA, by motion duly adopted by its City Council,
19 caused this agreement to be signed by its Mayor and attested by its Clerk, and the County of Los Angeles,
20 by order of its Board of Supervisors, has caused these presents to be subscribed by the Chairman of said
21 Board and seal of said Board to be affixed thereto and attested by the Clerk of the Board.

22 CITY OF ARCADIA

By _____
Mayor

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

By _____
City Clerk

VIOLET VARONA-LUKENS, Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN, County Counsel

By _____
Deputy

ArcadiaSanGabrielRenew.wpd

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RECITALS:

(a) The City is desirous of contracting with the County for the performance of weed abatement functions within its boundaries on unimproved properties, by the County of Los Angeles, acting through its Agricultural Commissioner/Director of Weights and Measures.

(b) The County is agreeable to rendering such weed abatement services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56 ½ of the Charter of the County of Los Angeles and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code.

1. The County agrees, through the Agricultural Commissioner/Director of Weights and Measures, to provide weed abatement services within the corporate limits of the City in accordance with the provisions of Article 2, Chapter 13, Part 2, Division 3, Title 4 of the Government Code, being Sections 39560 through 39588 thereof.

1

Measures Department of the County of Los Angeles under the Charter of said County and the statutes of the State of California.

The level of service shall be the same basic level of weed abatement service that is and shall be hereinafter during the term of this agreement provided for in the unincorporated areas of the County of Los Angeles by said Agricultural Commissioner/Director of Weights and Measures.

The County shall have the discretion to terminate services on tax default parcels.

The rendition of such services, the standard of performance, and other matters incidental to the performance of such services, and the control of personnel so employed shall remain in the County.

2. To facilitate the performance of said functions, it is hereby agreed that the County shall have full cooperation and assistance from the City Council and other City officer, agents, and employees.

3. For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary to maintain the level of service to be rendered hereunder.

4. The County shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted with the following exceptions:

County may subcontract specialized equipment and/or services pursuant to County procurement procedures using a competitive bidding process.

No City Employee as such shall be taken over by said County, and no person employed hereunder shall have any City pension, civil service, or any status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance thereof where necessary, every County officer and employee engaged in the performance of any service hereunder shall be deemed to be an officer or employee of said City while

1 performing services for said City, which services are within the scope of this agreement and are purely
2 municipal functions.

3 5. City shall not be called upon to assume any liability for the direct payment of any salaries,
4 wages, or other compensation to any County personnel performing services hereunder for said County,
5 or any liability other than that provided for in this agreement.

6 Except as herein otherwise specified, the City shall not be liable for compensation and/or
7 indemnification to any County employee for any injury or sickness arising out of their employment.

8 6. The parties hereto have executed an Assumption of Liability Agreement approved by the
9 Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the
10 Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in
11 time is currently in effect and is hereby made a part of and incorporated into this agreement as if set out
12 in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity
13 Agreement and the City executes the revised agreement, the subsequent agreement as of its effective
14 date shall supersede the agreement previously in effect between the parties hereto.

15 7. Unless sooner terminated as provided for herein, this agreement shall be effective July 1,
16 2004 and shall extend to June 30, 2009. At the option of the City Council of said City, with the consent
17 of the Board of Supervisors of said County, this agreement shall be renewable for successive periods
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20 Council, not later than December 30, 2008, shall notify the Board of Supervisors of County that it
21 wishes to renew the same, whereupon said Board of Supervisors, not later than July 1, 2009, shall notify
22 said City Council in writing of its willingness to accept such renewal for an additional five-year period

1 or such other term as it deems advisable, otherwise such agreement shall finally terminate at the end of
2 such five-year period.

3 Notwithstanding the provisions of this paragraph hereinbefore set forth, the City may terminate
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9 property located within said City to be a public nuisance as provided for in Section 39571 of the
10 Government Code.

11 9. It is the intent of this agreement that the Agricultural Commissioner/Director of Weights and
12 Measures of the County shall constitute the public officer designated by the city council to perform the
13 duties imposed by Article 2, Chapter 13, Part 2, Division 3, Title 4 of the Government Code, and that
14 the City Council of said City shall perform the duties of the legislative body as set forth in said article.

15 10. For and in consideration of the rendition of the foregoing services by the County, City agrees
16 that the costs of abating such weeds shall be assessed in the manner set forth in Article 2, Chapter 13,
17 Part 2, Division 3, Title 4 of the Government Code, and that upon collection of such assessment, they
18 will be paid over to the County.

19 11. The parties hereto contemplate that the services of the County are limited to weed abatement
20 work and agree that such services are for no other or additional work.

21 IN WITNESS HEREOF, the CITY OF SAN GABRIEL, by motion duly adopted by its City
22 Council, caused this agreement to be signed by its Mayor and attested by its Clerk, and the County of

1 Los Angeles, by order of its Board of Supervisors, has caused these presents to be subscribed by the
2 Chairman of said Board and seal of said Board to be affixed thereto and attested by the Clerk of the
3 Board.

4 CITY OF SAN GABRIEL
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8 By _____
9 Mayor
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11 COUNTY OF LOS ANGELES
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15 By _____
16 Chairman, Board of Supervisors
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18 ATTEST:
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22 By _____
23 City Clerk
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25 VIOLET VARONA-LUKENS, Executive Officer
26 Clerk of the Board of Supervisors
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29 By _____
30 Deputy
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32 APPROVED AS TO FORM:
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35 LLOYD W. PELLMAN, County Counsel
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39 By _____
40 Deputy
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